



June 16, 2003

Mayor Seng and City Council  
City of Lincoln  
City County Building  
Lincoln, NE

Mayor Seng and Members of the City Council:

An investigation has been made regarding the application of PRA Inc., d.b.a. Misty's Steakhouse & Brewery, 200 North 11<sup>th</sup> Street requesting a class C/L and catering liquor license.

This location was previously known as Crane River Brew Pub, which held a class I/L liquor license.

Chad Carlson, president of PRA Inc, has requested that he be approved as the manager of the liquor license.

Background information will be omitted as Mr. Carlson has been approved by the Council as an owner of Misty's, located at 6235 Havelock Avenue.

Stockholder information is included for your review.

If this application is approved, it should be with the understanding that it conforms to all the rules and regulations of Lincoln, Lancaster County and the State of Nebraska.

A handwritten signature in black ink, appearing to read "Tom Casady".

THOMAS K. CASADY, Chief of Police



**Police Department**  
575 South 10th Street / Lincoln, Nebraska 68508 / Phone: 402-441-7204 / Fax: 402-441-8492 / Website: [www.ci.lincoln.ne.us](http://www.ci.lincoln.ne.us)  
A nationally accredited law enforcement agency



# STATE OF NEBRASKA

*Frank*

*Set date 6-16-03  
PH: 6-30-03*



Mike Johanns  
Governor

City Clerk  
County/City Bldg  
555 S 10th  
Lincoln NE 68508

Dear Local Governing Body:

June 11, 2003

NEBRASKA LIQUOR CONTROL COMMISSION

Forrest D. Chapman

Executive Director

301 Centennial Mall South, 5th Floor

P.O. Box 95046

Lincoln, Nebraska 68509-5046

Phone (402) 471-2571

Fax (402) 471-2814

TRS USER 800 833 7352 (TTY)

*PRA Inc  
dba Misty's Steakhouse & Brewery  
200 No 11th Street  
Class C L and Catering*

Attached is the form to be used on all retail liquor license applications. Local clerks must collect proper license fees and occupation tax per ordinance, if any, before delivering the license at time of issuance.

## TWO KEY TIME FRAMES TO KEEP IN MIND ARE:

- 1) You have 45 days to conduct a hearing after the date of receipt of the notice from this Commission (§53-134). You may choose **NOT** to make a recommendation of approval or denial to our Commission.

PER §53-133, THE LIQUOR CONTROL COMMISSION SHALL SET FOR HEARING ANY APPLICATION WHEREIN:

- 1) There is a recommendation of denial from the local governing body.
- 2) A citizens protest; or
- 3) Statutory problems that the Commission discovers.

PLEASE NOTE...A LICENSEE MUST BE "PROPERLY" LICENSED IN ORDER TO PURCHASE FROM WHOLESALERS; AND, A LICENSE IS EFFECTIVE:

- 1) Upon payment of the license fees;
- 2) Physical possession of the license;
- 3) Effective date on the license.

Sincerely,

NEBRASKA LIQUOR CONTROL COMMISSION

*Bill Nelson*

Licensing Division

Enclosures  
Rhonda R. Flower  
Commissioner

Bob Logsdon  
Chairman

R.L. (Dick) Coyne  
Commissioner

*A3-065230*

*77*

An Equal Opportunity/Affirmative Action Employer

Printed with soy ink on recycled paper

FORM 35-4001  
REV. 12-99

*FILED*  
CITY OF LINCOLN  
NEBRASKA  
JUN 12 11 21 AM '03

City Clerk  
**APPLICATION FOR LICENSE**

Nebraska Liquor Control Commission  
PO Box 95046, 301 Centennial Mall South  
Lincoln, NE 68509-5046

7/11/03 + 7/28/03  
<http://www.nol.org/home/NLCC/>  
Phone: (402) 471-2571  
Fax: (402) 471-2814

**INSTRUCTIONS:** Include: 1. Applicable fees payable to Liquor Control Commission 2. Copy of birth certificate or naturalization papers proving U.S. citizenship for each individual and spouse named on application (not required of corporations or spouse(s) who file an affidavit of no interest with application, Commission form 4178 3. Corporations must include copy of articles of incorporation as filed with the Secretary of States office in the state of Nebraska 4. Commission checklist, form 4251 5. Fingerprint cards and processing fees (are required of individuals, all partners and spouses. Corporate applicants must file for CEO/Manager & stockholders/member holding over 25% stock/interest. 6. All applications must be typewritten or printed clearly. 7. Submit in Triplicate

CK 59720  
L 59721  
JUL 28 2003

**CLASS OF LICENSE FOR WHICH APPLICATION IS MADE AND LIST OF FEES FOR EACH**

Class of License (Check applicable class)	Registration Fee	License Fees	Corporate Surety Bond
<input type="checkbox"/> A Beer, On Sale Only - Inside Corporate Limits	\$45.00	Collected at Local Level	exempt
<input type="checkbox"/> F Beer, On Sale Only - Outside Corporate Limits	\$45.00	Collected at Local Level	exempt
<input type="checkbox"/> B Beer, Off Sale Only - Indicate Inside or Outside Corporate Limits	\$45.00	Collected at Local Level	exempt
<input type="checkbox"/> J Wine, Beer, On Sale Only - Inside Corporate Limits	\$45.00	Collected at Local Level	exempt
<input type="checkbox"/> I Spirits, Wine, Beer, On Sale Only - Inside Corporate Limits	\$45.00	Collected at Local Level	exempt
<input type="checkbox"/> D Spirits, Wine, Beer, Off Sale Only - Inside Corporate Limits	\$45.00	\$150.00	exempt
<input type="checkbox"/> D1 Spirits, Wine, Beer, Off Sale only - within extraterritorial zoning jurisdiction	\$45.00	\$150.00	exempt
<input checked="" type="checkbox"/> C Spirits, Wine, Beer On & Off Sale - Inside Corporate Limits	\$45.00	Collected at Local Level	exempt
<input type="checkbox"/> M Bottle Club (Spirits, Wine, Beer, on Sale)	\$45.00	Collected at Local Level	exempt
<input type="checkbox"/> H Nonprofit Corporation	\$45.00	Collected at Local Level	exempt
<input type="checkbox"/> K Wine Only, Off Sale	\$45.00	Collected at Local Level	exempt
<input type="checkbox"/> O Boat	\$45.00	\$ 50.00	exempt
<input type="checkbox"/> V Manufacturer of Beer, Wine & Distilled Spirits	\$45.00	Varies \$100 to \$1,000	\$10,000 min.
<input type="checkbox"/> X Wholesale Liquor	\$45.00	\$500.00	\$ 5,000 min.
<input type="checkbox"/> W Wholesale Beer	\$45.00	\$250.00	\$ 5,000 min.
<input type="checkbox"/> Y Farm Winery	\$45.00	\$250.00	\$ 1,000 min.
<input checked="" type="checkbox"/> L Craft Brewery (Brew Pub)	\$45.00	\$250.00	\$ 1,000 min.

**TYPE OF APPLICATION**

**CORPORATE SURETY BOND INFORMATION**

Type of application being applied for  
(place appropriate number in box)

3

- 1= Individual License requires  
Form 1 to be attached.  
2= Partnership License requires  
Form 2 to be attached.  
3= Corporate License requires  
Form 3 and 4 and Manager  
Application be attached.

Bond Company - for Classes L V W X Y only

~~2467187~~ UNION INS.CO

Start Date Month/Day/Year

21 MAY 03

Bond Number

2467187

**SECTION A - LOCATION INFORMATION - Must be completed by all applicants**

Trade Name (name of business)

MISTY'S STEAKHOUSE AND BREWERY

Telephone Number at premise to be licensed

402.476.7766

1) Street Address of Proposed licensed premise

200 N. 11<sup>TH</sup> STREET

2) Mailing Address for receipt of

Liquor Control Commission mailings  
6235 HAVELock ave.

Is this located inside the city limits

Circle YES/NO

City County Zip Code

LINCOLN, LANCASTER 68508

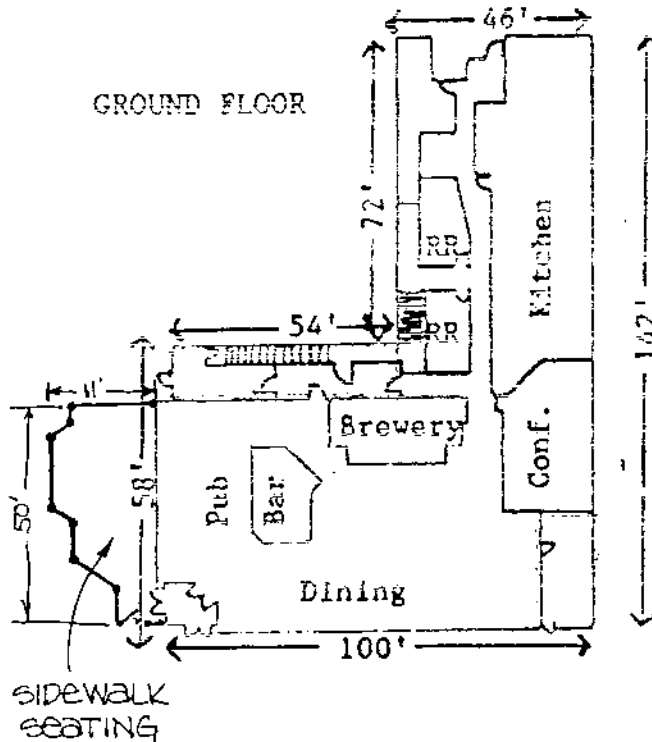
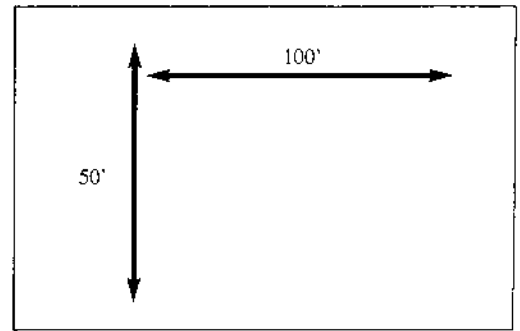
City County Zip Code

LINCOLN, LANCASTER 68507

No Special Permit needed from Planning Dept per phone call w/ Brian 6/19/03

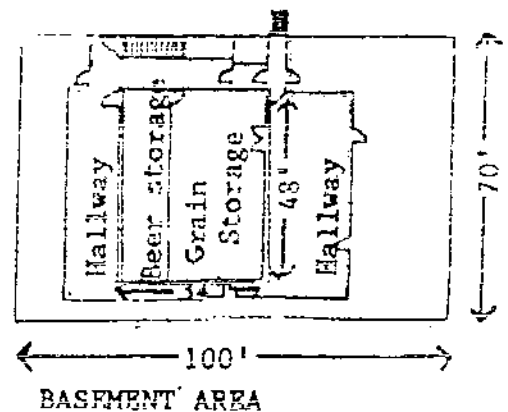
## DESCRIPTION AND DIAGRAM OF THE STRUCTURE TO BE LICENSED

In the space provided draw the area to be licensed. This should include storage areas, basement, sales areas and areas where consumption or sales of alcohol will take place. If only a portion of the building is to be covered by the license, you must still include dimensions (length x width) of the licensed area as well as the dimensions of the entire building in situations where only a portion of the entire bldg. is to be covered by the license. No blue prints will be accepted. Be sure to indicate the direction North and number of floors of the building.



Example: East portion approximately 50' x 100' of main floor of 3 story building plus basement approximately 30' x 50' at the East end.

MAIN FLOOR OF "L" SHAPED, FOUR STORY BUILDING 100' x 142' PLUS OUTDOOR AREA 50' x 11' ATTACHED TO THE WEST, ALSO BASEMENT APPROX. 100' x 70'



SECTION B	OTHER INFORMATION REQUIRED		
	Yes	No	Explanation/Comments
<p><b>1. READ CAREFULLY.</b> Answer completely and accurately.</p> <p>Has anyone who is a party to this application, or their spouse, <u>ever</u> been convicted of or plead guilty to any criminal charge. Criminal charge means any charge alleging a felony or misdemeanor or violation of a federal or state law; or a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name.</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

	Yes	No	Explanation/Comments
2. Are you buying the business and/or assets of a licensee? If yes, submit a copy of the sales agreement with a listing of assets being acquired including liquor inventory (name brand and container size required).	x		I 24192 LK 24193
3. Are you filing a temporary agency agreement, Commission form 4231, whereby current licensee allows you to operate on their license? If yes, attach copy.	X	X	
4. Are you borrowing any money from any source to establish and/or operate the business? If yes, list the lender.	x		PINNACLE BANK
5. Will any person or entity other than licensee be entitled to a share of the profits of the establishment? If yes, explain.	x		SALES BASED RENT & MANAGER INCENTIVE
6. Will any of the furniture, fixtures and equipment to be used in this business be owned by others? If yes, list such items and the owner.		x	2 million, 40% of profits to landlord
7. Will any person(s) other than named in this application have any direct or indirect ownership or control of the business? If yes, explain?		x	
8. Are the premises to be licensed within 150 ft. of a church, school, hospital, home for the aged or indigent persons or for veterans, their wives, children, or within 300 ft. of a college or university campus? If yes, list the name of such institution and where it is located in relation to the premises. Per Sec. §53-177.		x	
9. Is anyone listed on this application a law enforcement officer? If yes, list the person, the law enforcement agency involved and the persons exact duties.		x	
10. List the primary bank and/or financial institution (branch if applicable) to be utilized by the business and the person(s) who will be authorized to write checks and/or make withdrawals on accounts at such institutions.			PINNACLE BANK - 14TH & 'N' ST. CHAD CARLSON, REESE HUMMEL, LISA MCMEEN, REYNOLD MCMEEN
11. List all past and present liquor licenses held by any person named in this application. Include license holder name, location of license and license number. Also list reasons for termination of any licenses previously held.			RHINO DYNAMICS, INC - DUFFY'S, LINCOLN 13854 C/K - R. MCMEEN O'14 INC. - WOODY'S PUB, LINCOLN 45853 C - R. MCMEEN P.R. VENTURES LLC - MISTY'S LINCOLN 53390 C/K - ALL
12. List the person who will be the on site supervisor of the business and the estimated number of hours per week such person or manager will be on the premises supervising operations.			CHAD W. CARLSON 55 HOURS
13. List the training and experience of the person listed in #12 above in connection with selling and/or serving alcohol products.			R.H.C. MANAGER'S TRAINING 9/01
14. If the property for which this license is sought is owned, submit a copy of the deed, or proof of ownership, if leased submit a copy of the lease covering the entire license year. (Documents must show title or lease held interest in name of applicant as owner or lessee in the individual(s) or corporate name for which the application is being filed).			LEASED lease expiration date: 4/30/04
15. When do you intend to open for business?			14 JULY 03

16. List the principal residence for the past 10 years for all persons required to sign application. If necessary attach a separate sheet.

NAME	FROM (YEAR)	TO (YEAR)	RESIDENCE (CITY, STATE)
A. REESE HUMMEL + Laver	1993	2003	LINCOLN, NE
CHAD W. CARLSON + Krista	1993	2003	LINCOLN, NE
REYNOLD F. & LISA A. MCMEEN	1986	2003	LINCOLN, NE

The undersigned applicant(s) hereby consent(s) to a background investigation and release of present & future records of every kind and description including police records, tax records (State and Federal), bank or lending institution records, and said applicant(s) and spouse(s) waive(s) any right or causes of action that said applicant(s) or spouse(s) may have against the Nebraska Liquor Control Commission, the Nebraska State Patrol, and any other individual disclosing or releasing said information. Any documents or records for the proposed business or for any partner or stockholder that are needed in furtherance of the application investigation or any other investigation shall be supplied immediately upon demand to the Nebraska Liquor Control Commission or the Nebraska State Patrol. The undersigned understand and acknowledge that any license issued, based on the information submitted in this application, is subject to cancellation if the information contained herein is incomplete and/or inaccurate.

Individual applicants agree to supervise in person the management and operation of the business and that they will operate the business authorized by the license for themselves and not as an agent for any other person or entity. Corporate applicants agree the approved manager will superintend in person the management and operation of the business. Partnership applicants agree one partner shall superintend the management and operation of the business. All applicants agree to operate the licensed business within all applicable laws, rules, regulations, and ordinances and to cooperate fully with any authorized agent of the Nebraska Liquor Control Commission.

Must be signed in the presence of a notary public. Must be signed by applicant and spouse; if a partnership, all partners and spouses must sign and corporation, all stockholders/members (holding more than 25% of the stock or interest), officers, directors and spouses must sign. Full names only, initials not acceptable.

sign  
here

sign  
here

sign  
here

sign  
here

sign  
here

sign  
here

sign  
here

sign  
here

Subscribed in my presence and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_,

(SEAL)

In compliance with ADA, this application for license form is available in other formats for persons with disabilities. A ten day advance period is requested in writing to produce the alternate format.

sign  
here

Notary Public Signature

16. List the principal residence for the past 10 years for all persons required to sign application. If necessary attach a separate sheet.

NAME	FROM (YEAR)	TO (YEAR)	RESIDENCE (CITY, STATE)
A. REESE HUMMEL & Laver	1993	2003	LINCOLN, NE
CHAD W. CARLSON & Krista	1993	2003	LINCOLN, NE
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Must be signed in the presence of a notary public. Must be signed by applicant and spouse; if a partnership, all partners and spouses must sign and corporation, all stockholders/members (holding more than 25% of the stock or interest), officers, directors and spouses must sign. Full names only, initials not acceptable.

sign here	<u>[Signature]</u>	sign here	<u>[Signature]</u>
sign here	<u>[Signature]</u>	sign here	<u>Lisa McMeen</u>
sign here	<u>Krista Carlson</u>	sign here	_____
sign here	<u>Laver &amp; Hunt</u>	sign here	_____

Subscribed in my presence and sworn to before me this 28th day of May, 2005

In compliance with ADA, this application for license form is available in other formats for persons with disabilities. A ten day advance period is requested in writing to produce the alternate format.

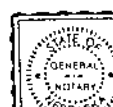
(SEAL)

2003

sign  
here

Notary Public Signature

170332



FORM 35-4010  
4  
RYAN C. MEREDITH  
MY COMMISSION EXPIRES  
March 18, 2007

NEBRASKA LIQUOR CONTROL COMMISSION  
AFFIDAVIT OF NON PARTICIPATION

2003

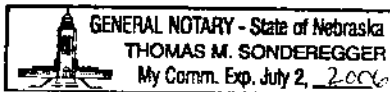
The undersigned individual acknowledges that he/she will have no interest, directly or indirectly, in the operation or profit of the business, as prescribed in Section §53-125(13) of the Liquor Control Act. Such individual shall not tend bar, make sales, serve patrons, stock shelves, write checks, sign invoices, represent themselves as owner or in any way participate in the day to day operations in any capacity. Undersigned will also be waived of filing fingerprint cards, however, has disclosed any violation(s) on application.

Kristy Allen

Signature of Spouse

SUBSCRIBED in my presence and sworn to before me this 31<sup>st</sup> day of

May, 2003.



Thomas M. Sonderegger

Signature of Notary Public

The licensee/applicant understands that he/she is responsible for compliance with the conditions set out above, and that if such terms are violated, the Commission may cancel or revoke the license.

Chad Carlson

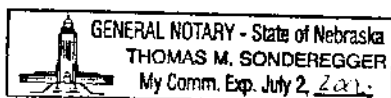
Signature of Licensee/Applicant

Chad Carlson

Print Name of Licensee/Applicant

SUBSCRIBED in my presence and sworn to before me this 31<sup>st</sup> day of

May, 2003.



Thomas M. Sonderegger

Signature of Notary Public



Remit to: NE Liquor Control Commission  
PO Box 95046  
301 Centennial Mall So.  
Lincoln NE 68509-5046

**INCLUDE \$75.00 LICENSE FEE**  
**COMPLETE IN DUPLICATE**

## **APPLICATION FOR CATERING LICENSE**

A Catering License allows a Retail Class C, D, I or L license to deliver, sell or dispense alcoholic liquors, including beer, for consumption at a location designated on a Special Designated License (SDL). The Catering License is renewed in the same manner as the Retail License held by the licensee. A Licensee shall not cater an event unless a SDL has been obtained. An applicant seeking a SDL must be filed with the local governing body where the event is to be held at least 21 days prior to the event. The application must then be filed with the Commission ten working days prior to the event. The local or county approval and law enforcement notification letter must accompany the SDL. The \$40.00 per day license fee for a SDL is not required for the holder of a Catering License and the number of events allowed are unlimited.

CIRCLE CLASS OF LICENSE CURRENTLY HELD: CLASS C / CLASS D / CLASS I / CLASS L

LICENSE NUMBER: PENDING

NAME OF LICENSEE: PRA, INC.

TRADE NAME: MISTY'S STEAKHOUSE AND BREWERY

PREMISE ADDRESS: 200 N. 11<sup>TH</sup> STREET

CITY/STATE/ZIP CODE: LINCOLN, NE 68508

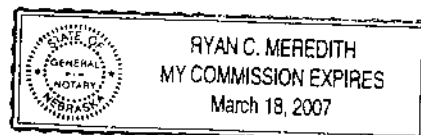
A copy of your application for a Catering License will be forwarded to the local governing body for recommendation. Per §53-133, the Liquor Commission shall set for hearing any application receiving local governing body denial, a citizens protest or having statutory problems discovered by the Commission. If the local governing body does not make a recommendation, the Commission may approve or deny the issuance of a license. Catering licenses shall be delivered to the licensee in the same manner as provided in subsection (4) of §53-132 for delivery of licenses.

*Phil Cole*  
Signature of Licensee

Subscribed in my presence and sworn to before me this 28<sup>th</sup> day of May, 2008.

*Ryan C. Meredith*  
Notary Public Signature

(Seal)



**PRA, Inc.**

Misty's Steakhouse & Brewery  
200 North 11<sup>th</sup> Street  
Lincoln, NE 68508

**Nebraska Liquor Control Commission**

301 Centennial Mall South  
5<sup>th</sup> Floor  
P.O. Box 95046  
Lincoln, NE 68509-5046

**RE: Fingerprint Cards**

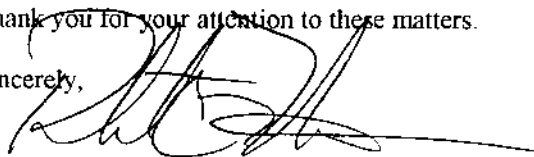
**To whom it may concern,**

Please be advised that fingerprint cards have been filed for Reynold F. McMeen and Lisa A. McMeen under PR Ventures LLC dba Misty's, license number 53390C/K, dated September 26, 2001. Please include this information with the application for liquor license of PRA, Inc.

Also, please add to the PR Ventures LLC file a record of prints for A. Reese Hummel, Lavon K. Hummel and Chad W. Carlson as Mr. Hummel and Mr. Carlson are each 30% shareholders in PR Ventures. Jackie Matulka reported to us that these prints are not currently on file for PR Ventures.

Thank you for your attention to these matters.

Sincerely,



**Reynold F. McMeen**  
Partner, PR Ventures LLC  
Vice President, PRA, Inc.

- On 23 APRIL, 2003, Seller and Buyer entered into a contract for sale of the business known as CRANE RIVER BREWPUB & COFFEE, which contract is contingent upon Buyer receiving approval for a liquor license to operate the business.
- Seller and Buyer agree to allow Buyer to operate the business, subject to approval by the Liquor Control Commission, for a period not to exceed 120 days subsequent to 1 JUNE, 2003 the date of filing the application with the Liquor Control Commission.
- Seller will maintain a possessory interest in the property in the form of a lease, use permit or license;
- Buyer will at all times be the agent of the Seller, but Buyer will be completely and totally responsible for the operation of the business and for all liability associated with the operation of the business during the time when Buyer is acting as Seller's agent; it is specifically understood that Seller shall have no liability for the operation of the business during this period of time, and Buyer agrees to indemnify and hold Seller harmless from any claims arising during this period of operation; however, it is understood that the liquor license remains in the name of the Seller and Seller will be responsible for all violations of the liquor laws of the State of Nebraska until such time as Seller's license is canceled;
- At time of closing, certain funds will be held in escrow pending issuance of the license.

6. Financial Institution: Name, Address, Account number of where escrow account is being held  
PINNACLE BANK, 1045 HAVELock AVE., LINCOLN, NE 68507

2300275601

- All profits derived from the operation of the business by the buyer, after payment of bills and salaries, shall be paid to the same escrow agent to be held until the issuance of the license, it being specifically understood that the Buyer shall receive no profits from the operation of the business until the liquor license has been issued to Buyer, but shall have the right to direct the investment of profit funds by escrow agent.
- This agreement constitutes the entire and complete understanding of all parties with regard to the agency relationship, and is binding upon the heirs, personal representatives and successors of the parties.
- It is hereby understood that in the event the Commission denies this application, this Temporary Agency Agreement is null and void the date of the order.

Signature of Seller \_\_\_\_\_

Signature of Seller \_\_\_\_\_

Signature of Buyer \_\_\_\_\_

Signature of Buyer \_\_\_\_\_

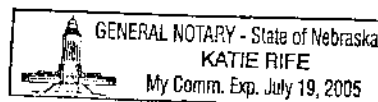
Dated this 29th day of May, 2003.

STATE OF NEBRASKA )  
 COUNTY OF Lancaster )<sup>ss</sup>

The above and foregoing Agency Agreement was acknowledged before me this 29th day of May, 2003, by CRANE RIVER BREWPUB & COFFEE INC., as Seller, \_\_\_\_\_, as Seller.

The above and foregoing Agency Agreement was acknowledged before me this 29th day of May, 2003, by PRA, INC., as Buyer, \_\_\_\_\_, as Buyer.

Signature & Seal of Notary Public \_\_\_\_\_



# Corporation/LLC Application for License - Form 3

Nebraska Liquor Control Commission

## INSTRUCTIONS:

- 1) Application and application for manager must be typewritten and submitted in triplicate
- 2) Fingerprint cards (2 cards per person) must be submitted for: a) each stockholder owning over 25% of the stock, b) chief executive officer, c) proposed manager and d) all spouses
- 3) Information regarding spouses must be completed

Name of Corporation That Will Hold License. Attach copy of Articles of Incorporation			Total Number of Shares (if corporation)	
PRA, INC.			5000	
Corporate Street Address (1)		Mailing address for receipt of Liquor Control Commission Mailings		Corporate Telephone Number
1412 'O' STREET (68508)		6235 HAVELock AVE (68507)		402.466.8424
City	County	State	Zip Code	
LINCOLN	LANCASTER	NEBRASKA	68507	
Name of Registered Agent		Name of Proposed Manager		
REYNOLD F. MCMEEN		CHAD W. CARLSON		
IN THIS SECTION LIST THE NAME OF THE CHIEF EXECUTIVE OFFICER				
Name	Title		Date of Birth	Social Security Number
CHAD W. CARLSON	PRESIDENT			
Home Address (1)		State		
1540 W. GARFIELD CR. LINCO		NEBRASKA		
City	State	Zip Code	Home Telephone Number	
LINCOLN	NE	68522	402.477.1968	

# Corporation/LLC Application for License - Form 3

PRINCIPLE OFFICERS, DIRECTORS, STOCKHOLDERS, MEMBERS AND SPOUSES				
Name of Officers, Directors, Members and Spouses. Give Last Name, First Name, Middle, Maiden, and any aliases	Social Security Number	Date of Birth	Title	Number of Shares/ %
NAME CARLSON, CHAD			PRESIDENT	1250
Spouse Name CARLSON, KRISTA BERRYMAN				
NAME HUMMEL, ALFRED REESE			VICE PRES.	1250
Spouse Name HUMMEL, LAVON KAY CRUEY				
NAME MCMEEN, LISA ANN GVENTHER			VICE PRES.	1250
Spouse Name MCMEEN, REYNOLD FRANK			VICE PRES.	1250
NAME				
Spouse Name				
NAME				
Spouse Name				
NAME				
Spouse Name				

(If Necessary, Continue on Separate Sheet)

**Corporation/LLC Application for License - Form 3**  
Nebraska Liquor Control Commission

Is this Corporation/LLC controlled by another Corporation? ☐ YES ☒ NO

Name of Control Corporation

IF YES, LIST EACH STOCKHOLDER/MEMBER OWNING MORE THAN 25% stock/interest in that corporation/LLC. Any applicant who has a Corporation as a shareholder MUST file an organizational chart listing all shareholders and/or corporations owning more than 25% stock and listing of the percentage of stock owned

Please indicate below your corporate tax year with the IRS

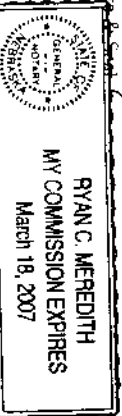
Starting Date: 1/1 Ending Date: 12/31

STATE OF Nebraska

Lincoln County

)  
)  
)  
) ss.  
)

Ryan C. Meredith  
Notary Public Signature & Seal



In Compliance with ADA, this form is available in other formats for persons with disabilities.  
A ten day advance period is requested in writing to produce the alternate format

By [Signature] PRESIDENT/MEMBER  
SECRETARY/MEMBER

# Application for Corporate Manager

**\*Must Be A Nebraska Resident\***

**Please submit in Triplicate**

Return to: Nebraska Liquor Control Commission, PO Box 95046  
301 Centennial Mall So., Lincoln NE 68509

Phone: (402) 471-2571 Fax: (402) 471-2814 Web address: <http://www.nol.org/home/NLCC/>

## LIQUOR LICENSE INFORMATION

NAME OF LICENSED CORPORATION

PRA, INC. dba MISTY'S STEAKHOUSE & BREWERY

CLASS & LICENSE NUMBER

C/K/L

(BEING APPLIED FOR)

TRADE NAME OF LICENSED PREMISE

MISTY'S STEAKHOUSE AND BREWERY

STREET ADDRESS OF LICENSED PREMISE

200 N. 11TH STREET

CITY

LINCOLN

COUNTY

LANCASTER

ZIP CODE

68508

On behalf of the corporation, I designate this individual as corporate manager.

Signature of Corporate President/CEO:

*Chad Carlson*

## APPLICANT INFORMATION (MUST BE 21 OR OVER)

NAME (LAST, FIRST, MIDDLE, MAIDEN)

CARLSON, CHAD WAYNE

SEX

F ☒ M

SOCIAL SECURITY NUMBER

DATE OF BIRTH

PLACE OF BIRTH  
COUNCIL BLUFFS

IA

HOME STREET ADDRESS

1540 W. GARFIELD CR.

CITY

LINCOLN

COUNTY

LANCASTER

STATE

NE

ZIP CODE

68522

HOME TELEPHONE NUMBER

(402) 477-1968

BUSINESS TELEPHONE NUMBER

(402) 466-8424

DRIVERS LICENSE NUMBER & STATE

## SPOUSE'S INFORMATION (IF NOT MARRIED INDICATE)

FULL NAME (LAST, FIRST, MIDDLE, MAIDEN)

Carlson, Krista, Jo, Berryman

SOCIAL SECURITY NUMBER

DRIVERS LICENSE NUMBER  
& STATE

DATE OF BIRTH:

PLACE OF BIRTH

Lincoln, NE

1. **READ CAREFULLY.** Answer completely and accurately.

Has anyone who is a party to this application, or their spouse, ever been convicted of or plead guilty to any criminal charge. Criminal charge means any charge alleging a felony or misdemeanor violation of a federal or state law; or a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name.

☐ Yes ☒ No

Have you or your spouse ever made application for any liquor license or manager for any liquor license? IF YES, for what premise

ive license number and date.

☒ YES

☐ NO

PR VENTURES LLC DBA MISTY'S

LIC. NO 53390 C/K 1 NOV 01

3. Have you or your spouse ever made a compromise settlement for violation of such laws?

☐ YES ☒ NO

4. Do you, as a manager, have all the qualifications required by any person entitled to hold a Nebraska Liquor License?  
Nebraska Liquor Control Act (§53-131.01)

☒ YES ☐ NO

5. Have you filed fingerprint cards and **PROPER FEES** (if check, make out to the NE State Patrol), with this application?

☒ YES ☐ NO

**RESIDENCES FOR THE PAST 10 YEARS, APPLICANT AND SPOUSE MUST COMPLETE**

APPLICANT: CITY & STATE	YEAR FROM TO	SPOUSE: CITY & STATE	YEAR FROM TO
CHAD		Krista	
611 N. 86 <sup>TH</sup> STREET, LINCOLN, NE	1980 1993	1632 West Garfield, Lincoln, NE	1990 1993
5510 WEST KINGSLEY, LINCOLN, NE	1994 1998	5510 West Kingsley, Lincoln, NE	1994 1998
1540 WEST GARFIELD CR. LINCOLN, NE	1999 Present	1540 West Garfield Cr, Lincoln, NE	1999 Present

**EMPLOYERS - LIST LAST TWO EMPLOYERS**

FROM	YEAR TO	NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
1990	2001	THE CORNHUSKER HOTEL 333 S. 13 <sup>TH</sup> ST. LINCOLN, NE 68508	LISA MCMELEN	402.466.8424
2001	PRESENT	PR VENTURES LLC DBA MISTY'S 6235 HAVELock AVE LINCOLN, NE 68507	SELF (OWNER)	402.466.8424

**PERSONAL OATH AND CONSENT OF INVESTIGATION - MUST BE SIGNED BY APPLICANT & SPOUSE**

STATE OF NEBRASKA )

) SS

COUNTY OF )

The above individual(s), being first duly sworn upon oath, deposes and states that the undersigned is the applicant and/or spouse of applicant who makes the above and foregoing application, that said application has been read and that the contents thereof and all statements contained therein are true. If any false statement is made in any part of this application, the applicant(s) shall be deemed guilty of perjury and subject to penalties provided by law. (Sec. §53-131.01) Nebraska Liquor Control Act.

The undersigned applicant hereby consents to an investigation of his/her background including all records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant and spouse waive any rights or causes of action that said applicant or spouse may have against the Nebraska Liquor Control Commission and any other individual disclosing or releasing said information to the Nebraska Liquor Control Commission. If spouse has NO interest directly or indirectly, an affidavit of non participation may be attached.

The undersigned understand and acknowledge that any license issued, based on the information submitted in this application, is subject to cancellation if the information contained herein is incomplete and inaccurate.

Signature of Applicant

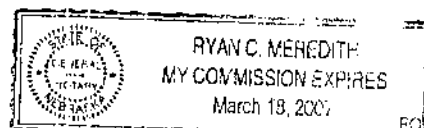
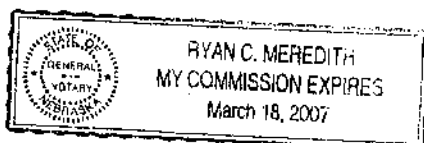
Signature of Spouse (if applicable)

Subscribed in my presence and sworn to before me this 28<sup>th</sup>  
day of May 2003

Subscribed in my presence and sworn to before me this 28<sup>th</sup>  
day of May 2003

Notary Signature & Seal

Notary Signature & Seal





STATE OF

NEBRASKA

United States of America,  
State of Nebraska } ss.



Department of State  
Lincoln, Nebraska


I, John A. Gale, Secretary of State of Nebraska do hereby certify;

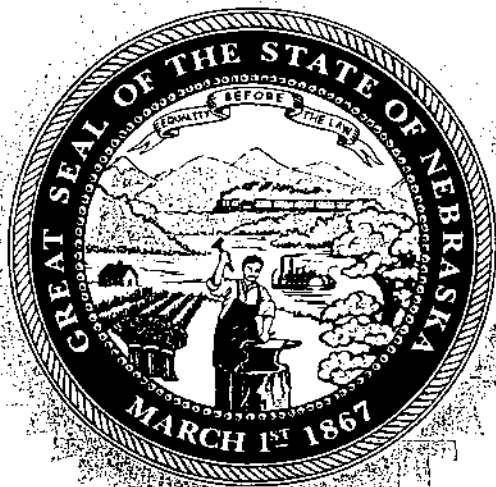
PRA, INC.

was duly incorporated under the laws of this state on APRIL 16, 2003 and do further certify that no occupation taxes assessed are unpaid and no annual reports are delinquent; articles of dissolution have not been filed and said corporation is in existence as of the date of this certificate.

In Testimony Whereof,

I have hereunto set my hand and affixed the Great Seal of the State of Nebraska on April 29, in the year of our Lord, two thousand three.

  
SECRETARY OF STATE



**ARTICLES OF INCORPORATION  
OF  
PRA, INC.**

Reynold F. McMeen, acting as incorporator of a corporation under the Nebraska Business Corporation Act, adopts the following:

**I. Name**

The name of the corporation is PRA, Inc.

**II. Duration**

The period of this corporation's duration is perpetual.

**III. Purpose**

The purpose for which this corporation is organized is to engage in the transaction of any or all lawful business for which corporations may be incorporated under the provisions of the Nebraska Business Corporation act as now constituted or as may be hereafter altered or amended

**IV. Powers**

The corporation shall have and exercise all powers and rights conferred upon corporations by the Nebraska Business Corporation Act and any enlargements of such powers and rights conferred by subsequent legislative acts or acts of the voters of the State of Nebraska; the corporation shall have and exercise all powers and rights, not otherwise denied corporations by the laws of the State of Nebraska or by these Articles of Incorporation, as are necessary, suitable, proper, convenient or expedient to the attainment of the purposes set forth in Article III

**V. Authorized Shares**

The corporation shall have authority to issue 5000 shares of common stock of a par value of \$1.00 (one dollar) per share.

**VI. Share Restrictions**

The holders of the common shares of the corporation may by the adoption of appropriate bylaws or by separate agreement restrict the sale, assignment or other transfer of the shares of the corporation.

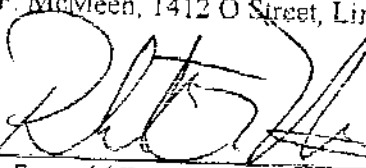
**VII. Registered office and agent**

The mailing address of the initial registered office of the corporation 1412 O Street, Lincoln, Nebraska 68508, and the name of the initial registered agent at such address is Reynold F. McMeen.

**VIII. Incorporator**

The name and address of the incorporator is Reynold F. McMeen, 1412 O Street, Lincoln, Nebraska 68508

DATED this 16th day of April 2003.

  
by Reynold F. McMeen, Incorporator

## ASSET PURCHASE AGREEMENT

Asset Purchase Agreement (the "Agreement") made and entered into this 23<sup>RD</sup> day of APRIL, 2003, by and between Crane River Brewpub and Café, Inc., a Nebraska corporation (the "Seller") and PRA, Inc., a Nebraska corporation (the "Buyer").

### WITNESSETH:

In consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration in hand paid by the Buyer to the Seller as more fully set forth below, the receipt and sufficiency of which is hereby acknowledged by the Seller, it is hereby agreed as follows:

1. Property Purchased. The Seller hereby agrees to sell to the Buyer and the Buyer hereby agrees to purchase, on such terms and conditions as are hereinafter set forth, certain assets, equipment, furniture, fixtures, inventory and other personal property (the "Assets") of that business known as Crane River Brewpub and Café, Inc., located at 200 North 11<sup>th</sup> Street, Suite 100, Lincoln, Nebraska. The Assets are listed on Exhibit A, which is attached to this Agreement and made a part hereof. The parties expressly agree that the inventory of the business constitutes a portion of the Assets, to be valued as agreed to by the parties and figured into the allocation of the purchase price immediately prior to closing.
2. Purchase Price. The purchase price for the Assets being sold by Seller and purchased by Buyer hereunder shall be the sum of One Hundred Fifty Thousand Dollars (\$150,000). An earnest money deposit in the amount of Twenty Thousand Dollars (\$20,000) shall be delivered by Buyer to Seller at the time of the execution of this Agreement and credited against the purchase price at the time of closing. The purchase price shall be adjusted for the actual value of the inventory transferred and agreed to by the parties in accordance with Section 1 above. The balance of the purchase price, as adjusted, shall be paid in full by cash or other certified funds on the closing date.
3. Closing. The date for the closing of this sale shall be no later than May 31, 2003, or at such other time as the parties can mutually agree. The place of closing shall be at 200 North 11<sup>th</sup> Street, Suite 100, Lincoln, Nebraska, or other such location as to which the parties can mutually agree.
4. Representations and Warranties. Seller represents and warrants that it has good and marketable title to all of the Assets being sold hereunder, and that at closing, none of the Assets shall be subject to any mortgage, pledge, lien, conditional sales agreement, security interest, encumbrance or other charge. Seller further represents and warrants that to the best of its knowledge after due inquiry, the business and assets comply with all applicable zoning, special permits, land use and other laws or regulations. Seller has received no notice or

communication with respect to any pending or threatened change of any such law or regulation affecting the subject business.

Seller has no tax deficiency or claim outstanding, proposed or assessed against it or the business with respect to any taxes, including, without limitation, income, property, sales, use, franchise, employees income withholding social security taxes, imposed by the United States or by any state, municipality, subdivision or instrumentality of the United States, or any other taxing authority that may affect the transfer of the Assets. Seller warrants and represents that no federal or state tax liens are attached to the Assets.

5. Conditions Precedent to Buyer's Obligations. Each and every obligation of Buyer to be performed on the closing date shall be subject to the satisfaction prior thereto of the following conditions:

- A. Representations and warranties made by the Seller in this Agreement shall be substantially accurate in all material respects on and as of the closing date with the same effect as though such representations and warranties had been made or given on or as of closing.
- B. The Assets shall be free and clear of all liens and encumbrances.

6. Tax Matters. Seller warrants and covenants that the Seller has paid or made provision for the payment of all federal, state, foreign, county, local and other income, *ad valorem*, excise, profits, franchise, occupation, property, sales, use, gross receipts and other taxes (and any interest and penalties) and assessments, whether or not computed for tax year 2003 and prior periods that may in any way be associated with or become a lien upon the Assets. Seller shall be responsible for the personal property taxes pertaining to the Assets for calendar year 2002 and all prior years. Any personal property taxes for 2003 and subsequent years shall be assumed and paid by Buyer.

7. Utilities, Rental Expense, and Current Operating Expenses. All utilities, rental expense, and current operating expenses shall be prorated as of the date of closing. For purposes of proration, it shall be assumed that the Buyer will be in possession of the property on and as of the entire day of the closing.

8. Acquisition of Liquor Permits and/or License. The parties hereto expressly acknowledge and agree that closing of the sale contemplated by this Agreement is conditioned upon the issuance of a federal permit and/or state liquor license to Buyer, for the production, distribution and sale of liquor at the premises located at 200 North 11<sup>th</sup> Street, Suite 100, Lincoln, Nebraska. Issuance of the liquor permit and/or license and approval thereof must be made by the Bureau of Alcohol, Tobacco and Firearms, the Nebraska Liquor Control Commission, and any other relevant governmental authorities. Seller shall cooperate with Buyer in the transfer and/or assignment of such permit(s) and license(s), and will enter into relevant temporary agency agreements to facilitate such transfer. The parties shall further

cooperate in satisfying any compliance requirements of the Nebraska Liquor Control Commission in the transfer of the liquor inventory.

In addition to the foregoing, to the extent not otherwise covered by a separate temporary agency agreement as required by state or federal law, Seller shall be entitled to conduct certain operations on behalf of Buyer following the closing date until such time as the Bureau of Alcohol, Tobacco and Firearms and/or other government agency approves all documentation allowing for the Buyer to solely assume operation of the business as a brewery. Such operations shall include, but are not limited to, brewing, racking, kegging, bottling, storing, selling to dealers, maintaining all records and timely submitting tax returns and operating reports to the Bureau of Alcohol, Tobacco and Firearms and other relevant agencies. Seller shall further provide any and all ancillary services and operations necessary to maintain the functions of the business as a going concern brewery until such time as the licensed documents are approved. In consideration of the Seller continuing such operations until the transfer and/or approval of the Buyer's license and other documents, Buyer shall reimburse Seller for the actual costs of the 2003 liquor license renewal fees.

9. Lease Arrangement. The parties expressly acknowledge that the Assets of the business are located on leased real estate, which property is subject to a prior lease agreement between the Seller and Lessor. Seller acknowledges and covenants that it has procured the necessary consent of Lessor to assign the Lease to Buyer, and that the assignment shall be completed prior to or contemporaneously with closing of the purchase and sale transaction contemplated by this Agreement.

10. Transfer Documents. Seller agrees to convey the Assets being sold hereunder by Bill of Sale to Buyer free and clear of all liens and encumbrances.

11. Personal Property. All major appliances, equipment, and other mechanical fixtures are being sold in an "as is" and "where is" condition. Seller provides no warranties to Buyer relating to such equipment.

12. Contracts with Employees. Unless otherwise specifically identified herein, no employment or other contracts with individuals for services are being transferred as part of the Assets. Buyer shall have no obligation for W-2 or Form 1099 wage compensation associated with the transfer of the Assets. Buyer covenants and agrees to make good faith efforts to retain all at-will employees in the operation of the business following closing of the transaction.

13. Financial Statements. Seller has allowed Buyer to review certain unaudited historical statements of income and expenses for the business. The unaudited financial statements are complete and accurate and have been prepared from the Seller's books and records and fairly present the results of the operation of the business at the dates and for the periods covered, respectively. Seller expressly states, however, that such financial statements have not been audited, nor have they been prepared in accordance with generally accepted accounting principles.

14. Brokerage Fees. Each party warrants that it has not incurred any real estate brokerage fees, finders' fees, loan brokerage fees, or any other fees to any third party in connection with this transaction.

15. No Partnership or Joint Venture Created Hereby. Nothing contained in this Agreement shall be interpreted as creating a partnership or joint venture between the Buyer and the Seller.

16. Entire Agreement. This Agreement contains the entire understanding of the parties hereto with respect to the purchase of the Assets by the Buyer and supersedes all prior agreements and understandings between the parties with respect to such purchase.

17. Cumulative Rights. No right or remedy herein conferred on or reserved to the Buyer or the Seller is intended to be exclusive in any other right or remedy herein or by law provided, but each shall be cumulative in and in addition to every other right or remedy given herein or not or hereafter existing at law in equity or by statute.

18. Reasonable Consent. Whenever the Buyer's or the Seller's consent shall be required herein, such approval or consent shall not be arbitrarily or unreasonably conditioned, delayed, or withheld and shall be deemed to have been given unless within five (5) days of the request therefor, the Buyer or the Seller, as appropriate, notifies the requesting party that the Buyer or the Seller, as appropriate, is denying such approval or consent, stating in the notice the reasonable grounds therefor.

19. Notices. All notices, requests, demands and other communications hereunder shall be deemed to have been duly given, if delivered by hand or mailed, certified or registered mail, with postage prepaid as follows:

If to Seller, to:

Crane River Brewpub & Café, Inc.  
ATTN: Linda Vescio, President  
200 N. 11<sup>th</sup>  
Lincoln, NE 68508

If to Buyer, to:

PRA, INC.  
ATTN: REYNOLD MCMEEN  
1412 'O' ST.  
LINCOLN, NE 68508

Either party may change the address for the mailing of notices by providing such change of address to the other in the manner as contemplated by this section.

20. Binding Effect. This Agreement shall be binding on and inure to the benefit of the parties hereto and the assigns, executors, heirs, and successors of the parties.

21. Assignment or Transfer. The Buyer may not assign its interest in this Purchase Agreement without the written consent of the Seller, which consent shall not be unreasonably withheld or delayed. An uncontested assignment by the Buyer shall be void, and at the option of the Seller, shall be grounds for the termination of this Agreement.

22. Destruction of Property. In the event the Assets are destroyed or substantially damaged by fire or other cause before the date of the closing, this Agreement shall be null and void, at Buyer's option, and the earnest money and all other monies paid by Buyer to the Seller shall be promptly refunded to the Buyer.

In the event the Assets are less than substantially damaged by fire or any other cause on or before the closing date, then the Seller shall promptly and diligently repair and replace the damage, and if repairs are not contemplated by the closing date, at the Buyer's option, the closing date may be postponed until repairs are contemplated. For purposes of this paragraph, substantial damage shall be deemed to include, but not be limited to, any damage that makes the Assets unuseable for ten (10) days or longer after such damage.

23. Time. This is of the essence of this Agreement. Any reference herein to time periods of less than six (6) days shall in the computation thereof exclude Saturdays, Sundays, and legal holidays, and any time period provided for herein which shall end on a Saturday, Sunday or legal holiday shall extend to 5:00 p.m. or the next full business day.

24. Amendment, Modification, or Waiver. No amendment, modification, or waiver of any condition, provision, or term shall be valid or of any effect unless made in writing, signed by the party or parties to be bound or a duly authorized representative, and specifying with particularity the extent and nature of such amendment, modification, or waiver. Any waiver by any party of any default of another party shall not affect or impair any right arising from any subsequent default. Except as expressly and specifically stated otherwise, nothing herein shall limit the remedies and rights of the parties hereto under and pursuant to this Agreement.

25. Severable Provisions. Each provision, section, sentence, clause, phrase, and word of this Agreement is intended to be severable. If any provision, section, sentence, clause, phrase, and word hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.

26. Captions, Headings and Titles. All captions, headings, or titles in the paragraphs or sections of this Agreement are inserted for convenience of reference only and shall not constitute a part of this Agreement as a limitation of the scope of the particular paragraphs or sections to which they apply.

27. Reference to Gender. Where appropriate, the feminine gender may be read as the masculine gender or the neuter gender; the masculine gender may be read as the feminine gender or the neuter gender; and the neuter gender may be read as the masculine gender or the feminine gender.

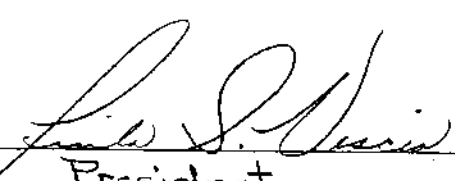
28. Further Documents. Buyer and Seller agree to execute all other documents and to take such other action or corporate proceedings as may be necessary or desirable to carry out the terms hereof.

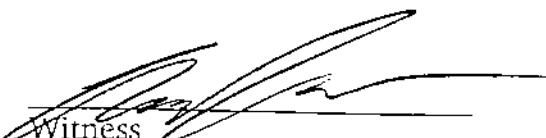
29. Shareholder Approval. This Agreement is expressly conditioned upon approval of the shareholders of Crane River Brewpub & Café, Inc. as required by the company's governance documents and the Nebraska Business Corporation Act. Shareholder action shall be taken on the Agreement and its terms no later than May 31, 2003. In the event the transaction is not approved, this Agreement shall be null and void and of no further binding effect between the Buyer and Seller.

30. Nebraska Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Nebraska.

IN WITNESS WHEREOF, the parties have cause this Agreement to be executed effective the day and year first above written.

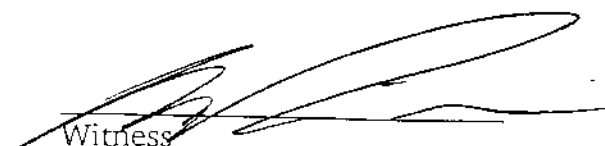
CRANE RIVER BREWPUB AND CAFÉ, INC.,  
Seller

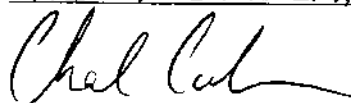
By:   
Title: President

  
Witness

PRA, INC., Buyer

By:   
Title: VICE PRESIDENT

  
Witness

  
President